Amendment #1

This is an Amendment to the Quantity Purchase Agreement 9737, entered into by and between Indiana Department of Administration, Procurement Division (hereinafter referred to as "State") and Pro Corr Outfitters (hereinafter referred to as "Contractor") dated 12/1/2004.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to delete line item 1 as follows:

Item # 100010202 - Women's Quarter Socks, assorted pastels.

The mill that provided the socks went out of business and vendor couldn't find a replacement.

Ethics Obligations. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code 4-2-6-12.

Total amount of this action is \$0.00. Total remuneration of this contract is not to exceed \$0.00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

99,774848746 44-4001

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

| Contractor: | (Where Applicable) |
|--|--------------------------------|
| Signature: Alan S. Pressonan Printed Name: ALAN S. PRESSONAN Title: PRES Date: 5/6/05 | Attested By: Strat Tisklass |
| State of Indiana Agency: | |
| Signature: Becky Taylor Printed Name: BECKY TAYLOR | |
| Title: PROCUREMENT ADMR. Date: 5/12/05 | |
| Information Technology Oversight Commission | Department of Administration |
| n/a ITOC Chair or Designee | Latherine A. Danington, CPPB. |
| Date: | Commissioner Date: 05-13-05 |
| Office of Management and Budget | Office of the Attorney General |
| Wellegated per FMC 98-2 | Jaren hompson for |
| Charles E. Schalliol | Stephen Carter |
| Director | Attorney General |
| Date: | Date: 5-3/-05 |